

Exhibit C

Setoff Agreement

SETOFF AGREEMENT

Yellow Corporation and certain of its subsidiaries (the “Company”), on the one hand, and the customer identified in the signature block below (the “Customer”), on the other hand, hereby enter into the following setoff agreement (this “Setoff Agreement”) dated as of the latest date in the signature blocks below (the “Effective Date”).

Recitals

WHEREAS on August 6, 2023 (the “Petition Date”), the Company and certain of its indirect and direct subsidiaries (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Court”).

WHEREAS on [●], the Court entered its *Final Order (I) Authorizing the Debtors to Consent to Limited Relief from the Automatic Stay to Permit Setoff of Certain Customer Claims Against the Debtors, and (II) Granting Related Relief* [Docket No. [●]] (the “Customer Collections Order”) authorizing the Debtors on a final basis, under certain conditions, to consent, in their sole discretion, to limited relief from the automatic stay solely to permit modifying the automatic stay in order to setoff certain customer claims against the Debtors, including claims by the Customer, subject to the terms and conditions set forth therein.¹

WHEREAS prior to the Petition Date, the Customer delivered goods to the Company and/or performed services for the Company, and the Company paid the Customer for such goods and/or services.

WHEREAS the Company and the Customer (each a “Party,” and collectively, the “Parties”) agree to the following terms as a condition of payment on account of certain prepetition claims the Customer may hold against the Company.

Agreement

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth at length herein.

2. Setoff. The Customer represents and agrees that, after due investigation, the sum of all amounts currently due and owing by the Company to the Customer, known as of [●], on account of volume discounts, rebates, allowances, and/or other reimbursements arising prior to the Petition Date is \$[●] (the “Agreed Customer Claim”). Following execution of this Setoff Agreement, all amounts owed by the Customer to the Company shall be offset by the Agreed Customer Claim.

¹ Capitalized terms used but not defined herein shall have the meanings set forth in the Customer Collections Order.

3. Other Matters.

- a. The Debtors' plan shall not vary the terms of this Setoff Agreement. The terms contained within this Setoff Agreement shall (a) be binding on any later appointed chapter 11 trustee, examiner, committee, plan administrator, and other fiduciaries of the Debtors and their estates, and (b) survive any conversion or dismissal of any of the Debtors' chapter 11 cases.
- b. The Customer will not separately seek payment from the Company on account of any prepetition claim (including, without limitation, any reclamation claim or any claim pursuant to section 503(b)(9) of the Bankruptcy Code) outside the terms of this Setoff Agreement or a plan confirmed in the Company's chapter 11 case.
- c. The Customer will not file or otherwise assert against the Company, its assets, or any other person or entity or any of their respective assets or property (real or personal) any lien, regardless of the statute or other legal authority upon which the lien is asserted, related in any way to any remaining prepetition amounts allegedly owed to the Customer by the Company arising from prepetition agreements or transactions. Furthermore, if the Customer has taken steps to file or assert such a lien prior to entering into this Setoff Agreement, the Customer will promptly take all necessary actions to remove such liens and hereby authorizes the Company to take any such actions on its behalf.

4. Notice.

If to the Customer, then to the person and address identified in the signature block hereto.

If to the Company:

Yellow Corporation
11500 Outlook Street
Suite 400
Overland Park, KS 66211
Attn: [●]

-and-

Kirkland & Ellis LLP
300 North LaSalle, Chicago, IL 60654
Attn: Whitney Fogelberg & Rob Jacobson
E-mail: whitney.fogelberg@kirkland.com
rob.jacobson@kirkland.com

-and-

601 Lexington Avenue, New York, New York, 10022

Attn: Allyson B. Smith & Olivia Acuña

E-mail: allyson.smith@kirkland.com

olivia.acuna@kirkland.com

5. Representations and Acknowledgements. The Parties agree, acknowledge, and represent that:

- a. the Parties have reviewed the terms and provisions of the Customer Collections Order and this Setoff Agreement and consent to be bound by such terms and that this Setoff Agreement is expressly subject to the procedures approved pursuant to the Customer Collections Order;
- b. any payments made on account of the Agreed Customer Claim shall be subject to the terms and conditions of the Customer Collections Order;
- c. if the Customer fails to perform any of its obligations hereunder, the Company may exercise all rights and remedies available under the Customer Collections Order, the Bankruptcy Code, or applicable law; and
- d. in the event of disagreement between the Parties regarding whether a breach has occurred, either Party may apply to the Court for a determination of their relative rights, in which event, no action may be taken by either Party until a ruling of the Court is obtained.

6. Miscellaneous.

- a. The Parties hereby represent and warrant that: (i) they have full authority to execute this Setoff Agreement on behalf of the respective Parties; (ii) the respective Parties have full knowledge of, and have consented to, this Setoff Agreement; and (iii) they are fully authorized to bind that Party to all of the terms and conditions of this Setoff Agreement.
- b. This Setoff Agreement sets forth the entire understanding of the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements between them. This Setoff Agreement may not be changed, modified, amended, or supplemented, except in a writing signed by both Parties. In the event of any inconsistency between the terms of this Setoff Agreement and the terms of the Customer Collections Order, the Customer Collections Order shall prevail.
- c. Signatures by facsimile or electronic signatures shall count as original signatures for all purposes.

- d. This Setoff Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- e. The Parties hereby submit to the exclusive jurisdiction of the Court to resolve any dispute with respect to or arising from this Setoff Agreement.
- f. This Setoff Agreement shall be deemed to have been drafted jointly by the Parties, and any uncertainty or omission shall not be construed as an attribution of drafting by any Party.

[Signature Page Follows]

AGREED AND ACCEPTED AS OF THE LATEST DATE SET FORTH BELOW:

Yellow Corporation

[CUSTOMER]

By: [●]
Title: [●]

By:
Title:
Address:

Date: